

COVENANT CONSENTING TO FORMATION OF A LOCAL IMPROVEMENT DISTRICT

WHEREAS, _____
Hereinafter referred to as "Owner," owns certain property within the City of Seattle legally described as follows:

WHEREAS, Owner has applied for a permit(s) from the City of Seattle which will require, as a condition of approval of the permit(s), either that certain improvements be made to public rights-of-way or, in lieu of making the improvements, that the Owner execute a covenant consenting to the formation of a local improvement district for the improvement of such rights-of-way.

WHEREAS, Owner has agreed to execute a covenant consenting to the formation of such a local improvement district in lieu of completing the improvements to the public rights-of-way adjacent to Owner's property;

NOW THEREFORE, as a condition of issuance of applicable City permit(s) pursuant to Title 23 of the Seattle Municipal Code and in lieu of constructing certain public right-of-way improvements, Owner consents to the formation of a local improvement district hereafter formed by the City or other property owners for the improvement of the following right(s)-of-way or portions thereof:

Indicate Rights-of-Way _____

Site Address _____

Project # _____

Improvements which may be provided include:

The installation of all public facilities required to improve the street or alley to City design standards including grading, drainage, pavement, curb/gutter, sidewalk, streetlights, traffic signals, street trees and other necessary appurtenances. Such street or alley improvements shall not be limited to the half street or alley abutting the property; for example, where no permanent street or alley improvement exists, the street or alley improvement shall

be extended beyond the centerline a sufficient distance (10-foot minimum) to permit safe movement of traffic.

Owner specifically waives his or her right to protest formation of a local improvement district under RCW 35.43.180.

This Covenant waives legal protest only to formation of a local improvement district and does not affect Owner's rights to comment upon proposed public improvements or object to the owner's individual assessment therefor.

The City shall deliver a signed release of this Covenant to Owner after completion of public improvements as described above and after transmittal of the final assessment roll to King County.

This Covenant shall be a covenant touching, concerning and running with the land and shall be bind on Owner's heirs, assigns and successors in interest; however, in no event shall this covenant be valid and binding after expiration of ten (10) years after the date of its execution.

IN WITNESS WHEREOF, Owner(s) has hereunto executed this Covenant this _____ day of _____, 20____.

(Owner)

BY:

Its:

BY:

Its:

DECLARATION:

Know all people by these presents that we the undersigned, owner(s) in fee simple [and contract purchasers(s)] of the land herein described do hereby consent to a covenant forming a local improvement district, and that said covenant is made with the free consent and in accordance with the desire of the owner(s).

In Witness whereof we have set our hands and seals.

NAME _____ NAME _____

STATE OF WASHINGTON,)
County of)

On this day personally appeared before me, _____ to me known to be the _____ of _____ the Corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 20_____.

PRINT NAME _____

Notary Public in and for the State of Washington, residing at

Commission Expires: _____

DECLARATION:

Know all people by these presents that we the undersigned, owner(s) in fee simple [and contract purchasers(s)] of the land herein described do hereby consent to a covenant forming a local improvement district, and that said covenant is made with the free consent and in accordance with the desire of the owner(s).

In Witness whereof we have set our hands and seals.

NAME _____ NAME _____

STATE OF WASHINGTON,)
)
County of _____)

On this day personally appeared before me, _____ to me known to be the individual(s) that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said individuals, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this _____ day of _____, 20____.

PRINT NAME
Notary Public in and for the State of Washington, residing at

Commission Expires: _____